

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

BURNS & WILCOX, LTD.
A Michigan corporation,

Plaintiff,

Case No. 19-cv-13167

v

Hon. Bernard A. Friedman

CRC INSURANCE SERVICES, INC.,
et al.,

Defendants.

VERIFIED ANSWER AND AFFIRMATIVE DEFENSES OF DEFENDANT
CRC INSURANCE SERVICES, INC.

Defendant CRC Insurance Services, Inc. (“CRC” or “Defendant”), for its
Verified Answer to Plaintiff’s First Amended Complaint, states as follows:

1. The allegations of paragraph 1 are denied as untrue. Further
answering, CRC avers that the case is really just an ill-disguised and unsupported
legal temper tantrum by Plaintiff arising out of the fact that certain of its personnel
no longer wish to work for the Plaintiff and now work for CRC.

2. The allegations of paragraph 2 are neither admitted nor denied for
lack of sufficient knowledge or information to form a belief as to the truth thereof.

3. The allegations of paragraph 3 are neither admitted nor denied for
lack of sufficient knowledge or information to form a belief as to the truth thereof.

4. The allegations of paragraph 4 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

5. The allegations of paragraph 5 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof, except that CRC admits that some former personnel of Plaintiff have applied, been offered positions and are working for Defendant.

6. The allegations of paragraph 6 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof, except that CRC admits that some former personnel of Plaintiff have applied, been offered positions and are working for Defendant.

7. The allegations of paragraph 7 are denied as untrue.

8. The allegations of paragraph 8 are denied as untrue.

9. The allegations of paragraph 9 are denied as untrue.

10. The allegations of paragraph 10 are, on information and belief, admitted.

11. The allegations of paragraph 11 are, on information and belief, admitted.

12. The allegations of paragraph 12 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

13. The allegations of paragraph 13 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

14. The allegations of paragraph 14 are denied as untrue.

15. The allegations of paragraph 15 are, in the manner and form alleged, denied as untrue.

16. The allegations of paragraph 16 are admitted.

17. The allegations of paragraph 17 are admitted.

18. The allegations of paragraph 18 are admitted.

19. The allegations of paragraph 19 are admitted.

20. The allegations of paragraph 20 are, in the manner and form alleged, denied as untrue.

21. The allegations of paragraph 21 are denied as untrue.

22. The allegations of paragraph 22 are neither admitted nor denied for the reason that same are too vague and illusory to allow for any meaningful response. Further answering, CRC does not contest personal jurisdiction of it for purposes of this action.

23. The allegations of paragraph 23 are admitted.

24. The allegations of paragraph 24 are, on information and belief, admitted.

25. The allegations of paragraph 25 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

26. The allegations of paragraph 26 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

27. The allegations of paragraph 27 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

28. The allegations of paragraph 28 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

29. The allegations of paragraph 29 are denied as untrue.

30. The allegations of paragraph 30 are, on information and belief, admitted.

31. The allegations of paragraph 31 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

32. The allegations of paragraph 32 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

33. The allegations of paragraph 33 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof, except that CRC admits that it is currently aware that certain former employees of Plaintiff signed certain agreements during the course of their employment with

Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

34. The allegations of paragraph 34 are, on information and belief, admitted.

35. The allegations of paragraph 35 are, on information and belief, admitted.

36. The allegations of paragraph 36 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

37. The allegations of paragraph 37 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof, except that CRC admits that it is currently aware that certain former employees of Plaintiff signed certain agreements during the course of their employment with Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

38. The allegations of paragraph 38 are, on information and belief, admitted.

39. The allegations of paragraph 39 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

40. The allegations of paragraph 40 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof,

except that CRC admits that it is currently aware that certain former employees of Plaintiff signed certain agreements during the course of their employment with Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

41. The allegations of paragraph 41 are, on information and belief, admitted.

42. The allegations of paragraph 42 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

43. The allegations of paragraph 43 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof, except that CRC admits that it is currently aware that certain former employees of Plaintiff signed certain agreements during the course of their employment with Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

44. The allegations of paragraph 44 are, on information and belief, admitted.

45. The allegations of paragraph 45 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

46. The allegations of paragraph 46 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof,

except that CRC admits that it is currently aware that certain former employees of Plaintiff signed certain agreements during the course of their employment with Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

47. The allegations of paragraph 47 are, on information and belief, admitted.

48. The allegations of paragraph 48 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

49. The allegations of paragraph 49 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof, except that CRC admits that it is currently aware that certain former employees of Plaintiff signed certain agreements during the course of their employment with Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

50. The allegations of paragraph 50 are, on information and belief, admitted.

51. The allegations of paragraph 51 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

52. The allegations of paragraph 52 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof,

except that CRC admits that it is currently aware that certain former employees of Plaintiff signed certain agreements during the course of their employment with Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

53. The allegations of paragraph 53 are, on information and belief, admitted.

54. The allegations of paragraph 54 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

55. The allegations of paragraph 55 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof, except that CRC admits that it is currently aware that certain former employees of Plaintiff signed certain agreements during the course of their employment with Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

56. The allegations of paragraph 56 are, on information and belief, admitted.

57. The allegations of paragraph 57 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

58. The allegations of paragraph 58 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof,

except that CRC admits that it is currently aware that certain former employees of Plaintiff signed certain agreements during the course of their employment with Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

59. The allegations of paragraph 59 are, on information and belief, admitted.

60. The allegations of paragraph 60 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

61. The allegations of paragraph 61 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof, except that CRC admits that it is currently aware that certain former employees of Plaintiff signed certain agreements during the course of their employment with Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

62. The allegations of paragraph 62 are, on information and belief, admitted.

63. The allegations of paragraph 63 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

64. The allegations of paragraph 64 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof,

except that CRC admits that it is currently aware that certain former employees of Plaintiff signed certain agreements during the course of their employment with Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

65. The allegations of paragraph 65 are, on information and belief, admitted.

66. The allegations of paragraph 66 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

67. The allegations of paragraph 67 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof, except that CRC admits that it is currently aware that certain former employees of Plaintiff signed certain agreements during the course of their employment with Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

68. The allegations of paragraph 68 are, on information and belief, admitted.

69. The allegations of paragraph 69 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

70. The allegations of paragraph 70 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof,

except that CRC admits that it is currently aware that certain former employees of Plaintiff signed certain agreements during the course of their employment with Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

71. The allegations of paragraph 71 are, on information and belief, admitted.

72. The allegations of paragraph 72 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

73. The allegations of paragraph 73 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof, except that CRC admits that it is currently aware that certain former employees of Plaintiff signed certain agreements during the course of their employment with Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

74. The allegations of paragraph 74 are, on information and belief, admitted.

75. The allegations of paragraph 75 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

76. The allegations of paragraph 76 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof,

except that CRC admits that it is currently aware that certain former employees of Plaintiff signed certain agreements during the course of their employment with Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

77. The allegations of paragraph 77 are, on information and belief, admitted.

78. The allegations of paragraph 78 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

79. The allegations of paragraph 79 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof, except that CRC admits that it is currently aware that certain former employees of Plaintiff signed certain agreements during the course of their employment with Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

80. The allegations of paragraph 80 are, on information and belief, admitted.

81. The allegations of paragraph 81 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

82. The allegations of paragraph 82 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof,

except that CRC admits that it is currently aware that certain former employees of Plaintiff signed certain agreements during the course of their employment with Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

83. The allegations of paragraph 83 are, on information and belief, admitted.

84. The allegations of paragraph 84 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

85. The allegations of paragraph 85 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof, except that CRC admits that it is currently aware that certain former employees of Plaintiff signed certain agreements during the course of their employment with Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

86. The allegations of paragraph 86 are, on information and belief, admitted.

87. The allegations of paragraph 87 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

88. The allegations of paragraph 88 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof,

except that CRC admits that it is currently aware that certain former employees of Plaintiff signed certain agreements during the course of their employment with Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

89. The allegations of paragraph 89 are, on information and belief, admitted.

90. The allegations of paragraph 90 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

91. The allegations of paragraph 91 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof, except that CRC admits that it is currently aware that certain former employees of Plaintiff signed certain agreements during the course of their employment with Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

92. The allegations of paragraph 92 are denied as untrue.

93. The allegations of paragraph 93 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

94. The allegations of paragraph 94 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof, except that CRC admits that it is currently aware that certain former employees of

Plaintiff signed certain agreements during the course of their employment with Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

95. The allegations of paragraph 95 are, on information and belief, admitted.

96. The allegations of paragraph 96 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

97. The allegations of paragraph 97 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof, except that CRC admits that it is currently aware that certain former employees of Plaintiff signed certain agreements during the course of their employment with Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

98. The allegations of paragraph 98 are, on information and belief, admitted.

99. The allegations of paragraph 99 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

100. The allegations of paragraph 100 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof, except that CRC admits that it is currently aware that certain former employees of

Plaintiff signed certain agreements during the course of their employment with Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

101. The allegations of paragraph 101 are, on information and belief, admitted.

102. The allegations of paragraph 102 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

103. The allegations of paragraph 103 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof, except that CRC admits that it is currently aware that certain former employees of Plaintiff signed certain agreements during the course of their employment with Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

104. The allegations of paragraph 104 are, on information and belief, admitted.

105. The allegations of paragraph 105 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

106. The allegations of paragraph 106 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof, except that CRC admits that it is currently aware that certain former employees of

Plaintiff signed certain agreements during the course of their employment with Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

107. Answering paragraph 107, CRC does not contest subject matter jurisdiction in this Court, but denies as untrue that Plaintiff is entitled any relief of any kind from this Court.

108. Answering paragraph 108, CRC does not contest subject matter jurisdiction in this Court, but denies as untrue that Plaintiff is entitled any relief of any kind from this Court.

109. Answering paragraph 109, CRC does not contest subject matter jurisdiction in this Court, but denies as untrue that Plaintiff is entitled any relief of any kind from this Court.

110. The allegations of paragraph 110 are, in the manner and form alleged, denied as untrue.

111. The allegations of paragraph 111 are, in the manner and form alleged, denied as untrue.

112. The allegations of paragraph 112 are, on information and belief, admitted.

113. The allegations of paragraph 113 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

114. The allegations of paragraph 114 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof. Further answering, Plaintiff nowhere identifies in its pleadings what it contends is its “confidential and proprietary” information or alleged “trade secrets.”

115. The allegations of paragraph 115 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

116. The allegations of paragraph 116 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

117. The allegations of paragraph 117 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

118.-137. The allegations of paragraphs 118-137 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof, except that CRC admits that it is currently aware that certain former employees of Plaintiff signed certain agreements during the course of their employment with Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

138. The allegations of paragraph 138 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

139.-142. The allegations of paragraphs 139-142 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the

truth thereof, except that CRC admits that it is currently aware that certain former employees of Plaintiff signed certain agreements during the course of their employment with Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

143. The allegations of paragraph 143 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

144. The allegations of paragraph 144 regarding Mr. Carson's state of mind are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof. The remaining allegations of paragraph 144 are denied as untrue.

145. The allegations of paragraph 145 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

146. The allegations of paragraph 146 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

147. The allegations of paragraph 147 are denied as untrue.

148. The allegations of paragraph 148 are denied as untrue.

149. The allegations of paragraph 149 are denied as untrue.

150. The allegations of paragraph 150 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

151. The allegations of paragraph 151 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

152. The allegations of paragraph 152 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

153. The allegations of paragraph 153 are denied as untrue.

154. The allegations of paragraph 154 are denied as untrue.

155. The allegations of paragraph 155 are denied as untrue.

156. The allegations of paragraph 156 are denied as untrue.

157. The allegations of paragraph 157 are denied as untrue. Further answering, CRC avers that it is unaware of any of the individual defendants committing “wrongful acts” as alleged in this paragraph.

158. The allegations of paragraph 158 are neither admitted nor denied for the reason that Plaintiff’s unsworn, unverified pleading speaks for itself.

COUNT I

159. CRC incorporates here all of the answers set forth above.

160. The allegations of paragraph 160 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

161. The allegations of paragraph 161 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

162. The allegations of paragraph 162 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

163. The allegations of paragraph 163 constitute legal conclusions of the pleader, the accuracy and/or applicability of which are neither admitted nor denied as to this matter for lack of sufficient knowledge or information to form a belief as to the truth thereof.

164. The allegations of paragraph 164, insofar as they purport to allege that a current officer or employee of CRC owes a “fiduciary duty” to one of CRC’s competitors, is denied as untrue and patently absurd.

165. The allegations of paragraph 165 constitute legal conclusions of the pleader, the accuracy and/or applicability of which are neither admitted nor denied as to this matter for lack of sufficient knowledge or information to form a belief as to the truth thereof. Further answering, to the extent the allegations of this paragraph purport to allege that a current officer or employee of CRC owes a “fiduciary duty” to one of CRC’s competitors, they are denied as untrue and patently absurd.

166. The allegations of paragraph 166 constitute legal conclusions of the pleader, the accuracy and/or applicability of which are neither admitted nor denied as to this matter for lack of sufficient knowledge or information to form a belief as to the truth thereof. Further answering, to the extent the allegations of this

paragraph purport to allege that a current officer or employee of CRC owes a “fiduciary duty” to one of CRC’s competitors, they are denied as untrue and patently absurd.

167. The allegations of paragraph 167 constitute legal conclusions of the pleader, the accuracy and/or applicability of which are neither admitted nor denied as to this matter for lack of sufficient knowledge or information to form a belief as to the truth thereof. Further answering, to the extent the allegations of this paragraph purport to allege that a current officer or employee of CRC owes a “fiduciary duty” to one of CRC’s competitors, they are denied as untrue and patently absurd. Further answering, CRC has not requested that Mr. Carson disclose information to it that could under any reasonable definition be regarded as “confidential”, “proprietary” or constitute a “trade secret”; nor has Mr. Carson done so.

168. The allegations of paragraph 168 constitute legal conclusions of the pleader, the accuracy and/or applicability of which are neither admitted nor denied as to this matter for lack of sufficient knowledge or information to form a belief as to the truth thereof. Further answering, to the extent the allegations of this paragraph purport to allege that a current officer or employee of CRC owes a “fiduciary duty” to one of CRC’s competitors, they are denied as untrue and patently absurd. Further answering, CRC has not requested that Mr. Carson

disclose information to it that could under any reasonable definition be regarded as “confidential”, “proprietary” or constitute a “trade secret”; nor has Mr. Carson done so.

169. The allegations of paragraph 169 are denied as untrue.

170. The allegations of paragraph 170 are denied as untrue.

171. The allegations of paragraph 171 are denied as untrue.

COUNT II

172. CRC incorporates here all of the answers set forth above.

173. The allegations of paragraph 173 constitute legal conclusions of the pleader, the accuracy and/or applicability of which are neither admitted nor denied as to this matter for lack of sufficient knowledge or information to form a belief as to the truth thereof.

174. The allegations of paragraph 174 are denied as untrue.

175. The allegations of paragraph 175 are denied as untrue.

176. The allegations of paragraph 176 are denied as untrue.

177. The allegations of paragraph 177 are denied as untrue.

178. The allegations of paragraph 178 constitute legal conclusions of the pleader, the accuracy and/or applicability of which are neither admitted nor denied as to this matter for lack of sufficient knowledge or information to form a belief as to the truth thereof.

179. The allegations of paragraph 179 constitute legal conclusions of the pleader, the accuracy and/or applicability of which are neither admitted nor denied as to this matter for lack of sufficient knowledge or information to form a belief as to the truth thereof.

180. The allegations of paragraph 180 are denied as untrue.

181. The allegations of paragraph 181 constitute legal conclusions of the pleader, the accuracy and/or applicability of which are neither admitted nor denied as to this matter for lack of sufficient knowledge or information to form a belief as to the truth thereof.

182. The allegations of paragraph 182 are denied as untrue.

183. The allegations of paragraph 183 are denied as untrue.

184. The allegations of paragraph 184 are denied as untrue.

COUNT III

185. CRC incorporates here all of the answers set forth above.

186. The allegations of paragraph 186 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

187. The allegations of paragraph 187 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

188. The allegations of paragraph 188 are denied as untrue.

189. The allegations of paragraph 189 are denied as untrue.

190. The allegations of paragraph 190 are denied as untrue.

191. The allegations of paragraph 191 are denied as untrue.

192. The allegations of paragraph 192 are denied as untrue.

193. The allegations of paragraph 193 are denied as untrue.

194. The allegations of paragraph 194 are denied as untrue.

195. The allegations of paragraph 195 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

196.-204. The allegations of paragraphs 196-204 are all denied as untrue.

COUNT IV

205. CRC incorporates here all of the answers set forth above.

206.-216. The allegations of paragraphs 206-216 are all denied as untrue.

COUNT V

217. CRC incorporates here all of the answers set forth above.

218. The allegations of paragraph 218 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

219. The allegations of paragraph 219 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

220. The allegations of paragraph 220 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

221. The allegations of paragraphs 221 are denied as untrue.

222. The allegations of paragraphs 222 are denied as untrue.

223. The allegations of paragraph 223 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof. Further answering, CRC avers that nowhere in its unsworn, unverified pleading does Plaintiff identify anything that would fit the description contained in this paragraph.

224. The allegations of paragraph 224 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof. Further answering, CRC avers that nowhere in its unsworn, unverified pleading does Plaintiff identify anything that would fit the description contained in this paragraph.

225. The allegations of paragraph 225 are denied as untrue. Further answering, CRC avers that nowhere in its unsworn, unverified pleading does Plaintiff identify anything that would fit the description contained in this paragraph.

226.-236. The allegations of paragraphs 226-236 are all denied as untrue. Further answering, CRC avers that nowhere in its unsworn, unverified pleading does Plaintiff identify anything that would fit the description contained in these paragraphs.

COUNT VI

237. CRC incorporates here all of the answers set forth above.

238. The allegations of paragraph 238 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof. Further answering, CRC avers that nowhere in its unsworn, unverified pleading does Plaintiff identify anything that would fit the description contained in this paragraph.

239. The allegations of paragraph 239 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

240. The allegations of paragraph 240 are denied as untrue.

241. The allegations of paragraph 241 are denied as untrue.

242. The allegations of paragraph 242 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof.

243. The allegations of paragraph 243 are denied as untrue. Further answering, CRC avers that nowhere in its unsworn, unverified pleading does Plaintiff identify anything that would fit the description contained in this paragraph.

244. The allegations of paragraph 244 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof. Further answering, CRC avers that nowhere in its unsworn, unverified pleading

does Plaintiff identify anything that would fit the description contained in this paragraph.

245. The allegations of paragraph 245 are denied as untrue. Further answering, CRC avers that nowhere in its unsworn, unverified pleading does Plaintiff identify anything that would fit the description contained in this paragraph.

246.-254. The allegations of paragraphs 246-254 are all denied as untrue. Further answering, CRC avers that nowhere in its unsworn, unverified pleading does Plaintiff identify anything that would fit the description contained in these paragraphs.

COUNT VII

255. CRC incorporates here all of the answers set forth above.

256. The allegations of paragraph 256 are neither admitted nor denied for lack of sufficient knowledge or information to form a belief as to the truth thereof, except that CRC admits that it is currently aware that certain former employees of Plaintiff signed certain agreements during the course of their employment with Plaintiff, which agreements, in their entirety, are the best evidence of their contents.

257. The allegations of paragraph 257 are denied as untrue, except that CRC admits that certain persons previously employed by Plaintiff are now employed by CRC.

258. The allegations of paragraph 258 are, in the manner and form alleged, denied as untrue.

259. The allegations of paragraph 259 are, in the manner and form alleged, denied as untrue.

260. The allegations of paragraph 260 are neither admitted nor denied for lack of sufficient information to form and belief as to the truth thereof.

261. The allegations of paragraph 261 are, in the manner and form alleged, denied as untrue.

262.-267. The allegations of paragraphs 262-267 are all denied as untrue.

COUNT VIII

268. CRC incorporates here all of the answers set forth above.

269.-275. The allegations of paragraphs 269-275 are all denied as untrue.

WHEREFORE, CRC prays that this Court dismiss Plaintiff's Amended Complaint and each Count thereof with prejudice, or alternatively, enter a judgment in favor of it and against Plaintiff, with costs and attorneys' fees to be awarded to CRC as allowed by law.

Respectfully submitted,

/s/ Keefe A. Brooks

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P55946

*Co-Counsel for Defendant CRC Insurance
Only*

Dated: December 2, 2019

VERIFICATION

[Attached]

I, _____, am the current _____ of Defendant CRC Insurance, Inc.
I state under penalty of perjury that the forgoing answers and averments are true
and accurate to the best of my knowledge, information and belief.

Dated: _____

VERIFICATION

I, Neil Kessler, am the current Chief Operating Officer of Defendant CRC Insurance Services, Inc. I state under penalty of perjury that the forgoing answers and averments are true and accurate to the best of my knowledge, information and belief.

A handwritten signature in black ink, appearing to read "Neil Kessler", is written over a horizontal line.

Dated: December 2, 2019

AFFIRMATIVE DEFENSES

Defendant CRC Insurance Services, Inc. (“CRC” or “Defendant”), for its Affirmative Defenses to Plaintiff’s First Amended Complaint, states as follows:

1. Plaintiff’s claims for equitable relief are barred by laches.
2. Plaintiff’s Amended Complaint and each Count thereof fails to state a claim upon which relief may be granted.
3. Plaintiff has unclean hands in that this action was brought solely to harass a competitor and individuals who no longer desired to be employed by Plaintiff.
4. Some or all of Plaintiff’s claims are barred by lack and/or failure of consideration.
5. Some or all of the ‘agreements’ attached to Plaintiff’s Amended Complaint are void and unenforceable.
6. Some or all of Plaintiff’s claim are barred by waiver and/or estoppel.

WHEREFORE, CRC prays that this Court dismiss Plaintiff’s Amended Complaint and each Count thereof with prejudice, or alternatively, enter a judgment in favor of it and against Plaintiff, with costs and attorneys’ fees to be awarded to CRC as allowed by law.

Respectfully submitted,

/s/ Keefe A. Brooks

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*Co-Counsel for Defendant CRC Insurance
Services, Inc. Only*

/s/ Martin C. Brook

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Dated: December 2, 2019

CERTIFICATE OF SERVICE

I hereby certify that on December 2, 2019, I electronically filed the foregoing paper with the Clerk of the Court using the ECF system which will send notification of such filing to all counsel of record.

/s/ Keefe A. Brooks

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